

McCARTER & ENGLISH, LLP
245 Park Avenue, 27th Floor
New York, New York 10167
(212) 609-6800 - Telephone
(212) 609-6921 - Facsimile

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

	:	Chapter 11
	:	
In re:	:	Case No. 08-13555 (JMP)
	:	
LEHMAN BROTHERS HOLDINGS INC.,	:	
	:	
	:	
Debtor.	:	
	:	

**NOTICE OF OBJECTION BY CAPITAL MOVING & STORAGE CO.
TO NOTICE OF ASSUMPTION, ASSIGNMENT AND AMOUNTS TO CURE DATED
SEPTEMBER 18, 2008**

PLEASE TAKE NOTICE that Capital Moving & Storage Co., Inc. ("Capital"), by its undersigned counsel, McCarter & English LLP, hereby objects to the September 18, 2008 Notice of Assumption, Assignment and Amounts to Cure (the "Assumption Notice") issued by counsel for the above-captioned debtor (the "Debtor") insofar as the Assumption Notice fails to list the correct cure amount as to Capital;

PLEASE TAKE FURTHER NOTICE that appended hereto is evidence of the appropriate cure amount as to Capital in the form of aged receivables reports totaling an amount due of \$36,144.59.

DATED: September 29, 2008
New York, New York

Respectfully submitted,

McCARTER & ENGLISH, LLP

/s/ Eduardo J. Glas

Eduardo J. Glas, Esq. (EG-7027)

McCarter & English, LLP

245 Park Avenue, 27th Floor

New York, New York 10167

(212) 609-6800 - Telephone

(212) 609-6921 - Facsimile

9:05 AM
09/22/08

Capital Moving & Storage Co., Inc.
Open Invoices
As of September 21, 2008

Type	Date	Num	Due Date	Aging	Open Balance
Lehman Brothers Inc					
Invoice	8/19/2008	19176	8/19/2008	33	4,511.94
Invoice	8/20/2008	19177	8/20/2008	32	6,857.88
Invoice	8/20/2008	19181	8/20/2008	32	3,893.63
Invoice	8/20/2008	19182	8/20/2008	32	2,866.00
Invoice	8/27/2008	19261	8/27/2008	25	17,915.14
Total Lehman Brothers Inc.					36,144.59
TOTAL					36,144.69

CAPITAL
MOVING & STORAGE
87 HIRSH ROAD
JERSEY CITY, NEW JERSEY 07305
(201) 832-7510 • FAX (201) 832-7178

INVOICE 15261
JOB # 19144
DATE : 08/27/08
PAGE : 1
REF :
TERMS : N/30
ACCOUNT # 2498

LEHMAN BROTHERS, INC.
1301 AVENUE OF THE AMERICAS
NEW YORK NY 10019
MR MARTIN HESS

B/L DATE	DESCRIPTION	TOTALS
46481	RE: SR# 08040C8-S P&L #5282C399 PARK AVE NY STRATEGY/09 REQUESTED BY: CAPOBIANCO, BLAINE MOVE OF 39 EMPLOYEES FROM 199 PARK AVE. 15TH FL. TO 745 SEVENTH AVE., 21ST FL. NEW YORK.	
	DELIVERY OF MATERIAL STRAIGHT TIME 1:00 PM TO 5:00 PM	
07/28/08	1 VAN 2 MEN 4.00 HRS @ 121.00/HR	\$ 484.00
	MATERIAL SUPPLIED	
07/28/08	200 COMMERCIAL CARTON @ \$2.50/1	500.00
07/28/08	8.375% NYC SALES TAX ON DELIVERY & MATERIAL	82.41
46504	TAGGING SERVICES STRAIGHT TIME 8:00 AM TO 5:00 PM	
07/29/08	1 SUPERVISOR 8.00 HRS @ 46.00/HR	368.00
46543	TAGGING SERVICES STRAIGHT TIME 8:00 AM TO 5:00 PM	
07/30/08	1 SUPERVISOR 8.00 HRS @ 46.00/HR	368.00
46560	TAGGING SERVICES STRAIGHT TIME 8:00 AM TO 5:00 PM	
07/31/08	2 SUPERVISORS 8.00 HRS @ 36.00/HR	736.00
46585	CONTINUED ... DELIVERY OF EQUIPMENT & RELOCATION SERVICES OVERTIME 6:30 AM TO 8:00 AM	
08/01/08	1 VAN 3 MEN 2 SUPERVISORS 1.50 HRS @ 306.00/HR	459.00

CAPITAL
MOVING & STORAGE
 97 BULMA ROAD
 JERSEY CITY, NEW JERSEY 07305
 (201) 332-7510 • FAX (201) 332-7178

INVOICE 19261

JOB # 19144

DATE : 08/27/08

PAGE : 2

REF :

TERMS : N/30

ACCOUNT # 2498

LEHMAN BROTHERS, INC.
 1301 AVENUE OF THE AMERICAS
 NEW YORK NY 10019
 MR. MARTIN HESS

B/L DATE	DESCRIPTION	TOTALS
08/01/08	STRAIGHT TIME CONTINUED 8:00 AM TO 5:00 PM 1 VAN 7 MEN 2 SUPERVISORS 8.00 HRS @ 428.00/HR	3,424.00
08/01/08	OVERTIME CONTINUED 4:30 PM TO 10:00 PM 2 VANS 14 MEN 5.50 HRS @ 812.00/HR 5:00 PM TO 10:00 PM	4,466.00
08/01/08	1 VAN 1 MAN 2 SUPERVISORS 5.00 HRS @ 200.00/HR 5:00 PM TO 8:30 PM	1,000.00
08/01/08	5 MEN 3.50 HRS @ 318.00/HR	1,113.00
	MATERIAL SUPPLIED	
08/01/08	20 COMMERCIAL BINS @ \$10.00/EACH	200.00
08/01/08	50 COMPUTER BAGS @ \$1.00/EACH	50.00
08/01/08	2 ROLLS OF BUBBLE WRAP @ \$70.00/EACH	140.00
08/01/08	6 ROLLS OF PVC TAPE @ \$3.00/EACH	18.00
08/01/08	50 PINK SCREEN BUBBLE BAGS @ \$3.00/EACH	150.00
08/01/08	8.375% NYC SALES TAX ON MATERIAL	46.73
46646	UNPACKING SERVICES	
08/02/08	OVERTIME (SAT) 7:30 AM TO 1:30 PM 5 MEN 2 SUPERVISORS 6.00 HRS @ 377.00/HR	2,262.00
46622	POST MOVE SERVICES	
	CONTINUED ...	



CAPITAL
MOVING & STORAGE
 97 BURGESS ROAD
 JERSEY CITY, NEW JERSEY 07305
 (201) 332-7510 • FAX (201) 332-7178

LEHMAN BROTHERS, INC.
 1301 AVENUE OF THE AMERICAS
 NEW YORK NY 10019
 MR MARTIN HESS

INVOICE 19261

JOB # 19144

DATE : 08/27/08

PAGE : 3

REF :

TERMS : N/30

ACCOUNT # 2498

B/L DATE	DESCRIPTION	TOTALS
	STRAIGHT TIME 8:00 AM TO 5:00 PM	
08/04/08	1 VAN 3 MEN 1 SUPERVISOR 8.00 HRS @ 210.00/HR	1,680.00
45645		
	POST MOVE SERVICES	
08/05/08	1 SUPERVISOR 8.00 HRS @ 46.00/HR	368.00
	TOTAL AMOUNT DUE	\$ 17,815.14

LEHMAN BROTHERS

7/24/2008 7:40 AM

Pg 7 of 42

PAGE

1/004

Fax Server

LEHMAN BROTHERS, INC. RELOCATION MANAGEMENT WORK ORDER

SR#:0804028-S

Vendor:CAPITAL MOVING & SOTRAGE, INC.

Begin Dates:1.28-Jul-2008

2.

3.

End Dates:1.1-Aug-2008 5:00 pm

2.

3.

ORIGIN

399 Park Avenue
New York, NY 10022
Building:39P

Floor:15

Contacts:

1.Name: LISA BEESON

Tel: () -

Beep: () -

2.Name: DAVID LAZARUS

Tel: () -

Beep: () -

DESTINATION

745 Seventh Avenue

Building:74S

Floor:21

1.Name: DESK # 2117D01

Tel: () -

Beep: () -

Name: DESK # 2117E02

Tel: () -

Beep: () -

Job Description:

CAPITAL MOVERS PLEASE DELIVER TAGS AND BOXES TO THE FOLLOWING 39 PEOPLE ON THE ATTACHED FROM TO LIST AND RETURN ON FRIDAY 8/1 AT 5 PM TO EXECUTE THE MOVES FOR THE 399-15-2 MOVE OUT MD'S AND SVPS GET PACK AND UNPACKED

Requested By:CAPOBIANCO, BLAINE

@:(212)320-6176

Request Date:24-Jul-2008

Amount:

Project #:080450 # of people:39

Project Name:39P - CP0839PREC-399 Park Avenue - :Opened By: KBOYLE

P&L: 5282C 399 PARK AVE NY STRATEGY/09

Type of Work: MOVES

Project Manager: Lisa Dimoulas

@:() -

Beeper: () -

KBOYLE

[Date of Issue: 24-Jul-2008 @ 7:29 am

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
(This form is for use when the applicable TARIFF provides
specific rules for Office, Loft and Commercial moving on an HOURLY BASIS)

JOB # 19144

**CAPITAL
MOVING & STORAGE CO., INC.**

B/L # 46481

Certificate No. 784579

(201) 332-7510

Date 07/28/08

SHIPPER **CAPITAL
97 BURMA ROAD
JERSEY CITY, N.J.**

CONSIGNEE **LEHMAN BROTHERS, INC.
399 PARK AVENUE, 15TH FLOOR
NEW YORK, N.Y.
ATTN: LISA BEESON**

Received subject to the provisions and terms, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages (weight)) conveyed and described as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract agrees to transport to destination indicated above, it is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for forward and his assigns.

VALUATION		TIME RECORD		SERVICE		DESCRIPTION		CHARGES	
<p>UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.</p> <p>THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ <u>304</u> (To be completed by person signing below)</p> <p>NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.</p> <p><i>[Signature]</i> Shipper or Agent</p> <p>SHIPPER'S COLLECTION INSTRUCTIONS Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee, written request to the carrier and external shall sign the following statement: The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges. (Shipper or Agent)</p> <p>TERMS All advance of lawful charges must be paid in cash, money order, or certified check before carrier delivers or relinquishes possession of the property, unless otherwise indicated below by the carrier.</p>		<p>Left Terminal <u>100</u> AM</p> <p>On Sub <u>4:30</u> PM</p> <p>Time Finished <u>5:00</u> PM</p> <p>Returned Terminal <u>5:00</u> PM</p>		<p>MOVING SERVICES</p>		<p>STRAIGHT TIME 1 VAN(S) 2 MEN FOREMAN SUP(S) 4 HR(S)</p> <p>OVERTIME 1 VAN(S) 2 MEN FOREMAN SUP(S) 4 HR(S)</p> <p>DOUBLE TIME 1 VAN(S) 2 MEN FOREMAN SUP(S) 4 HR(S)</p> <p>DELIVER 200 COMMERCIAL CARTONS SPLIT TICKET</p>			

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM

Consignee

For

By

[Signature]
S

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
 (This form is for use when the applicable TARIFF provides
 specific rules for Office, Loft and commercial moving on an HOURLY BASIS)

JOB # 19144

**CAPITAL
 MOVING & STORAGE CO., INC.**
 (201) 332-7510

B/L # 46504

Date 07/29/08

Certificate No. 784579

SHIPPER **LEHMAN BROTHERS, INC.**
399 PARK AVENUE 15
NEW YORK N.Y.
ATTN: MARTY HESS

CONSIGNEE **LEHMAN BROTHERS, INC.**
745 7TH AVENUE, 21ST FLOOR
NEW YORK, N.Y.
ATTN: LISA BEESON

Received subject to the classification rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (persons and contents of contents of packages unknown) consigned and released to the carrier, which said company the word company being understood to include any person or corporation in possession of the property under this contract subject to destination indicated above. It is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

VALUATION		TIME RECORD		SERVICE		CHARGES	
<p>UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 50 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.</p> <p>THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ <u>300</u> (to be completed by person signing below)</p> <p>NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE IN HIS OWN HANDWRITING EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.</p> <p><i>[Signature]</i> Shipper or Agent</p> <p>SHIPPER'S COLLECTION INSTRUCTIONS: Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.</p> <p>(Shipper or Agent)</p> <p>TERMS All advances of lawful charges must be paid in cash, money order, or certified check before carrier delivers or relinquishes possession of the property, unless otherwise indicated below by the carrier.</p>		<p>Let Terminal <u>800</u> <i>[initials]</i></p> <p>On Job <u>830</u> <i>[initials]</i></p> <p>Time Finished <u>430</u> <i>[initials]</i></p> <p>Returned Terminal <u>500</u> <i>[initials]</i></p>		<p>MOVING SERVICES</p> <p>STRAIGHT-TIME VAN(S) MEN FOREMEN 1 SUP(S) <i>[initials]</i> HR(S)</p> <p>OVERTIME VAN(S) MEN FOREMEN SUP(S) HR(S)</p> <p>DOUBLE-TIME VAN(S) MEN FOREMEN SUP(S) HR(S)</p> <p>TACKLING SERVICES \$0864022-8</p>			

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM

Consignee

Per

By

[Signature]
[Signature]

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
(This form is for use when the applicable TARIFF provides specific rates for Office, Loft and commercial moving on an HOURLY BASIS)

JOB # 19144

CAPITAL
MOVING & STORAGE CO., INC.
(201) 332-7510

B/L # 46585

Date 08/01/08

Certificate No. 764579

SHIPPER **LEHMAN BROTHERS, INC.**
399 PARK AVENUE 15
NEW YORK N.Y.
ATTN: MARTY HESS

CONSIGNEE **LEHMAN BROTHERS, INC.**
745 7TH AVENUE, 21ST FLOOR
NEW YORK, N.Y.
ATTN: LISA BEESON

Received subject to the conditions and terms, rules and regulations in effect on the date of the issue of this Bill of Lading and subject to the conditions and terms of the contract of carriage (which may be found in the applicable TARIFF) and to the conditions and terms of the contract of carriage (which may be found in the applicable TARIFF) and to the conditions and terms of the contract of carriage (which may be found in the applicable TARIFF).

VALUATION		TIME RECORD		SERVICE		CHARGES	
<p>UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$500, WHICHEVER IS GREATER.</p> <p>THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ <u>300</u> (In excess of \$500, liability limited to \$500).</p> <p>NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "30 CENTS PER POUND PER ARTICLE". OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$500.</p> <p><i>[Signature]</i> Shipper or Agent</p> <p>SHIPPER'S COLLECTION INSTRUCTIONS Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the carrier, the carrier shall sign the following statement: The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.</p> <p>(Shipper or Agent)</p> <p>TERMS All advance of lawful charges must be paid in cash, money order or certified check before carrier delivers or relinquishes possession of the property, unless otherwise indicated below by the carrier.</p>		<p>Left Terminal <u>6:30</u> AM</p> <p>On Job <u>7:00</u> AM</p> <p>Time Finished <u>9:30</u> AM</p> <p>Returned Terminal <u>10:00</u> AM</p>		<p>MOVING SERVICES</p> <p>OVERTIME 1 VAN(S) 3 MEN FOREMEN 2 SUP(S) 17 HR(S) STRAIGHT TIME 1 VAN(S) 7 MEN FOREMEN 2 SUP(S) 8 HR(S) OVERTIME 3 VAN(S) 21 MEN FOREMEN 2 SUP(S) 17 HR(S) 7:00 A. M. ON JOB DELIVERY OF EQUIPMENT EQUIPMENT: 150 DOLLIES; 20 BINS; 2 TRO RACKS; 50 ZIP LOCK COMPUTER BAGS; 2 ROLLS OF BUBBLE WRAP; 6 ROLLS OF 2" PVC TAPE; 2 BINS OF BLANKETS; 50 PINK BUBBLE COMPUTER SCREEN BAGS</p> <p>NO-DINNER</p> <p>6-Men Finished 8:00pm</p> <p>Packed 5-MD'S AND 1-SUP AND OUTSIDE FILES</p>			

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM

Consignee

For

By

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
(This form is for use when the applicable TARIFF provides specific rates for Office, Loft and commercial moving on an HOURLY BASIS)

JOB # 19144

CAPITAL
MOVING & STORAGE CO., INC.
(201) 332-7510

B/L # 46646

Date 08/02/08

Certificate No. 784579

SHIPPER **LEHMAN BROTHERS, INC.**
745 7TH AVENUE
NEW YORK N.Y.
ATTN: MARTY HESS

CONSIGNEE **LEHMAN BROTHERS, INC.**
745 7TH AVENUE, 21ST FLOOR
NEW YORK, N.Y.
ATTN: LISA BEESON

Received subject to the conditions and terms, rules and regulations in effect on the date of the issue of this Bill of Lading and subject to the conditions and contents of applicable TARIFF and as stated in the bill of lading, which said company, the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract agrees to transport to destination indicated above. It is mutually agreed that every service to be performed hereunder shall be subject to all conditions not provided by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted by consignee and his assigns.

VALUATION		TIME RECORD		SERVICE		DESCRIPTION		CHARGES	
<p>UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LOSS SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.</p> <p>THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ <u>300</u> (To be completed by person signing below)</p> <p>NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO ALLUM SUM VALUE OF \$2500.</p> <p><i>X</i> <i>MA</i> Shipper or Agent</p> <p>SHIPPER'S COLLECTION INSTRUCTIONS Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the carrier, the carrier shall sign the following statement: The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.</p> <p>(Shipper or Agent)</p> <p>TERMS All advance of inland charges must be paid in cash, money order or certified check before carrier delivers or relinquishes possession of the property, unless otherwise indicated below by the carrier.</p>		<p>Last Terminal <u>730</u> <input checked="" type="radio"/> AM <input type="radio"/> PM</p> <p>On Job <u>800</u> <input checked="" type="radio"/> AM <input type="radio"/> PM <i>MA</i> Signature</p> <p>Time Finished <u>100</u> <input checked="" type="radio"/> AM <input type="radio"/> PM <i>MA</i> Signature</p> <p>Returned Terminal <u>130</u> <input checked="" type="radio"/> AM <input type="radio"/> PM</p>		<p>MOVING SERVICES</p>		<p>STRAIGHT TIME VAN(S) MEN FOREMEN SUP(S) DR(S) OVERTIME VAN(S) 5 MEN FOREMEN 2 SUP(S) 6 DR(S) DOUBLE TIME VAN(S) MEN FOREMEN SUP(S) DR(S)</p> <p><i>UNPACKED 5-MD'S 1-SUP AND outside File Boxes</i></p>			

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM

Consignee

Per

By

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
 (This form is for use when the applicable TARIFF provides
 specific rates for Office, Loft and commercial moving on an HOURLY BASIS)

JOB # 19144

**CAPITAL
MOVING & STORAGE CO., INC.**
 (201) 332-7510

B/L # 46622

Date 08/04/08

Certificate No. 784579

SHIPPER **LEHMAN BROTHERS, INC.**
 745 7TH AVENUE
 NEW YORK N.Y.
 ATTN: MARTY HESS

CONSIGNEE **LEHMAN BROTHERS, INC.**
 745 7TH AVENUE, 21ST FLOOR
 NEW YORK, N.Y.
 ATTN: LISA BEESON

Received subject to the classifications and tariffs, rates and regulations in effect on the date of the issue of this Bill of Lading statement described herein, (contents and conditions of contents of packages therein) consigned and received as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated above, if it properly stated, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

VALUATION		TIME RECORD		SERVICE		CHARGES	
<p>UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 50 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.</p> <p>THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING <u>\$3000</u> (To be completed by person signing below)</p> <p>NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE AMOUNT 50 cents per pound per article. OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.</p> <p><u>X</u> <u>[Signature]</u> Shipper or Agent</p> <p>SHIPPER'S COLLECTION INSTRUCTIONS Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.</p> <p>(Shipper or Agent)</p> <p>TERMS All advance of lawful charges must be paid in cash, money order, or certified check before carrier delivers or relinquishes possession of the property, unless otherwise indicated below by the carrier.</p>		<p>Left Terminal <u>800</u> <u>AM</u></p> <p>On Job <u>830</u> <u>AM</u> <u>X</u> <u>[Signature]</u></p> <p>Time Finished <u>430</u> <u>PM</u> <u>X</u> <u>[Signature]</u></p> <p>Returned Terminal <u>500</u> <u>PM</u></p>		<p>MOVING SERVICES</p> <p>STRAIGHT TIME 1 VAN(S) 3 MEN FOREMEN 1 SUP(S) <u>8</u> HR(S)</p> <p>OVERTIME VAN(S) MEN FOREMEN SUP(S) HR(S)</p> <p>DOUBLE TIME VAN(S) MEN FOREMEN SUP(S) HR(S)</p> <p>POST MOVE SERVICES</p>			

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM

Consignee

Per [Signature]

By

JOB # 10144

**CAPITAL
MOVING & STORAGE CO., INC.**
(201) 332-7510

B/L # 46045

Date 08/05/08

Certificate No.: 784579

SHIPPER LEHMAN BROTHERS, INC.
745 7TH AVENUE
NEW YORK, N.Y.
ATTN: MARTY HESS

CONSIGNEE LEHMAN BROTHERS, INC.
745 7TH AVENUE , 21ST FLOOR
NEW YORK, N.Y.
ATTN: LISA BEESON

[illegible]

VALUATION

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A

VALUE NOT EXCEEDING \$ 300
(to be completed by person signing below)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT THE PRICE ABOVE IN HIS OWN HANDWRITING. EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT VALUE IS DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.

X CH
Shipper or Agent

SHIPPER'S COLLECTION INSTRUCTIONS

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignor the consignor must sign the following statement:

The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.

(Shipper or Agent)

TERMS

All advance of lawful charges must be paid in cash, money order, or certified check before carrier delivery of release of possession of the property, unless otherwise indicated below by the carrier.

Lot Terminal 800

TIME RECORD

On Job 8:30

Time Finished 4:30

Returned Terminal 500

SERVICE

MOVING SERVICES

DESCRIPTION

STRAIGHT TIME

VAN(S)

MAN

FOREMAN

1 SUP(S)

HR(S)

OVERTIME

VAN(S)

MAN

FOREMAN

SUP(S)

HR(S)

DOUBLE TIME

VAN(S)

MAN

FOREMAN

SUP(S)

HR(S)

CHARGES

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM:

Consignment

En

•

CAPITAL
MOVING & STORAGE
97 BURMA ROAD
JERSEY CITY, NEW JERSEY 07305
(201) 382-7510 • FAX (201) 382-7178

INVOICE 19176
JOB # 19073
DATE : 08/19/08
PAGE : 1
REF :
TERMS : N/30
ACCOUNT # 2498

LEHMAN BROTHERS, INC.
1301 AVENUE OF THE AMERICAS
NEW YORK NY 10019
MR MARTIN HESS

B/L DATE	DESCRIPTION	TOTALS
46291	RE: SR#:0803862-S PAL 528191271NYSTRATEGY/099 REQUESTED BY: JENNY COTTINGHAM MOVE OF 25 EMPLOYEES AT 1271 6TH AVE. 46TH TO 46TH FLOOR. TAGGING SERVICES STRAIGHT TIME 8:00 AM TO 5:00 PM 07/16/08 1 SUPERVISOR 8.00 HRS @ 46.00/HR	\$ 368.00
46360	TAGGING SERVICES STRAIGHT TIME 8:00 AM TO 5:00 PM 07/21/08 1 SUPERVISOR 8.00 HRS @ 46.00/HR	368.00
46378	TAGGING SERVICES STRAIGHT TIME 8:00 AM TO 5:00 PM 07/22/08 1 SUPERVISOR 8.00 HRS @ 46.00/HR	368.00
46411	TAGGING SERVICES STRAIGHT TIME 8:00 AM TO 5:00 PM 07/23/08 1 SUPERVISOR 8.00 HRS @ 46.00/HR	368.00
46409	DELIVERY OF EQUIPMENT & MOVING SERVICES STRAIGHT TIME 8:00 AM TO 5:00 PM CONTINUED ...	

LEHMAN BROTHERS

7/15/2008 12:59 PM PAGE 2/002

LEHMAN BROTHERS

LEHMAN BROTHERS, INC. RELOCATION MANAGEMENT WORK ORDER

SR#:0803863-S

Vendor:CAPITAL MOVING & SOTRAGE, INC.

Begin Dates:1.16-Jul-2008

2.

3.

End Dates:1.24-Jul-2008 5:00 pm

2.

3.

ORIGIN

1271 6th Ave.
New York, NY 10019
Building:12A

Floor:46

Contacts:

1.Name: JENNY COTTINGHAM

Tel: () -

Beep: () -

2.Name:

Tel: () -

Beep: () -

DESTINATION

1271 6th Ave.
New York, NY 10019
Building:12A

Floor:46

1.Name: JENNY COTTINGHAM

Tel: () -

Beep: () -

Name:

Tel: () -

Beep: () -

Job Description:

CAPITAL MOVERS PLEASE PROVIDE A PROJECT MANAGER TO HANDLE THE 25
PERSON RELOCATION WITHIN 1271-46th FLOOR. MOVE IS TO TAKE PLACE ON
THURSDAY 7/24

Requested By:CAPOBIANCO, BLAINE

@:(212)320-6176

Request Date:15-Jul-2008

Amount:

Project #:080452

of people:25

Project Name:12A - CP0812AREC-1271 6th Avenue - Opened By: MHESS

P&L: 52815 1271 NY STRATEGY/099

Type of Work: MOVES

Project Manager: Jenny Cottingham

@:(212)526-6757

Beeper: () -

MHESS

Date of Issue: 15-Jul-2008 @ 12:50 pm

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
(This form is for use when the applicable TARIFF provides
specific rates for Office, Loft and commercial moving on an HOURLY BASIS)

JOB # 19072

**CAPITAL
MOVING & STORAGE CO., INC.**
(201) 332-7510

B/L # 46291

Date 07/16/08

Certificate No. 784579

SHIPPER **LEHMAN BROTHERS, INC.**
1271 6TH AVENUE, 46TH FLOOR
NEW YORK NY 10019
ATTN: MARTY HESS
(212) 320-6333

CONSIGNEE **LEHMAN BROTHERS, INC.**
1271 6TH AVENUE
NEW YORK, N.Y.
ATTN: MR MARTY HESS
(212) 320-6333

Received subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) consigned and destined as shown herein, which said company (the word company being understood) throughout this contract as meaning any person or corporation in possession of the property under the contract agrees to transport to destination indicated above. It is mutually agreed, that every service to be performed hereunder, shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

VALUATION

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A

VALUE NOT EXCEEDING \$ 300
(To be completed by person signing below)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 cents per pound per article." OTHERWISE, THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.

Shipper or Agent

**SHIPPER'S COLLECTION
INSTRUCTIONS**

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignee, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.

(Shipper or Agent)

TERMS

All advance or lawful charges must be paid in cash, money order, or certified check before carrier delivers or relinquishes possession of the property, unless otherwise indicated below by the carrier.

TIME RECORD	Left Terminal	800	ALL PM
	On Job	830	ALL PM
	Time Finished	430	ALL PM
	Returned Terminal	500	ALL PM
SERVICE	DESCRIPTION		CHARGES
	STRAIGHT TIME		
	VAN(S)	MEN FOREMEN 1 SUP(S) 8 HR(S)	
	OVERTIME		
	VAN(S)	MEN FOREMEN SUP(S) HR(S)	
MOVING SERVICES	DOUBLE TIME		
	AN(S)	MEN FOREMEN SUP(S) HR(S)	
	8:30 A.M. ON JOB TAGGING		

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM

Consignee

Per

By

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
(This form is for use when the applicable TARIFF provides specific rates for Office, Loft and commercial moving on an HOURLY BASIS)

JOE # 19072

**CAPITAL
MOVING & STORAGE CO., INC.**
(201) 332-7510

B/L # 46360

Date 07/21/08

Certificate No. 784579

SHIPPER **LEHMAN BROTHERS, INC.**
1271 6TH AVENUE, 46TH FLOOR
NEW YORK NY 10019
ATTN: MARTY HESS
(212) 320-6333

CONSIGNEE **LEHMAN BROTHERS, INC.**
1271 6TH AVENUE
NEW YORK, N.Y.
ATTN: MR MARTY HESS
(212) 320-6333

Received subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) consigned and destined as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated above. It is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

<p>VALUATION</p> <p>UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 50 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.</p> <p>THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ <u>3000</u> (To be completed by person signing below)</p> <p>NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.</p> <p><i>[Signature]</i> Shipper or Agent</p> <p>SHIPPER'S COLLECTION INSTRUCTIONS</p> <p>Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.</p> <p>(Shipper or Agent)</p> <p>TERMS</p> <p>All advance of lawful charges must be paid in cash, money order, or certified check before carrier delivers or relinquishes possession of the property, unless otherwise indicated below by the carrier.</p>		<p>TIME RECORD</p> <p>Left Terminal <u>800</u> AM PM <u>AM</u></p> <p>On Job <u>830</u> AM PM <u>AM</u> <i>[Signature]</i></p> <p>Time Finished <u>430</u> AM PM <u>PM</u> <i>[Signature]</i></p> <p>Returned Terminal <u>500</u> AM PM <u>PM</u></p>	
<p>SERVICE</p> <p>MOVING SERVICES</p> <p>STRAIGHT TIME</p> <p>VAN(S) MEN FOREMEN 1 SUP(S) <u>8</u> HR(S)</p> <p>OVERTIME</p> <p>VAN(S) MEN FOREMEN SUP(S) HR(S)</p> <p>DOUBLE TIME</p> <p>VAN(S) MEN FOREMEN SUP(S) HR(S)</p> <p>TAGGING SERVICES</p>		<p>DESCRIPTION</p> <p>CHARGES</p>	

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM

Consignee

Per

By

[Signature]

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
(This form is for use when the applicable TARIFF provides
specific rates for Office, Loft and commercial moving on an HOURLY BASIS)

JOB # 19072

**CAPITAL
MOVING & STORAGE CO., INC.**
(201) 332-7510

B/L # 46378

Date 07/22/08

Certificate No. 784579

SHIPPER **LEHMAN BROTHERS, INC.**
1271 6TH AVENUE, 46TH FLOOR
NEW YORK NY 10019
ATTN: MARTY HESS
(212) 320-6333

CONSIGNEE **LEHMAN BROTHERS, INC.**
1271 6TH AVENUE
NEW YORK, N. Y.
ATTN: MR MARTY HESS
(212) 320-6333

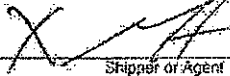
Received subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) consigned and destined as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated above. It is mutually agreed that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

VALUATION

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ 304
(To be completed by person signing below)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.


Shipper or Agent

**SHIPPER'S COLLECTION
INSTRUCTIONS**

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignee, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.

(Shipper or Agent)

TERMS

All advance of lawful charges must be paid in cash, money order, or certified check before carrier delivers or relinquishes possession of the property, unless otherwise indicated below by the carrier.

**TIME
RECORD**

Left Terminal 800 AM
On Job 830 PM
Time Finished 430 AM
Returned Terminal 500 PM

SERVICE

**MOVING
SERVICES**

DESCRIPTION	CHARGES
STRAIGHT TIME	
VAN(S) MEN FOREMEN 1 SUP(S) 8 HR(S)	
OVERTIME	
VAN(S) MEN FOREMEN SUP(S) HR(S)	
DOUBLE TIME	
VAN(S) MEN FOREMEN SUP(S) HR(S)	
TAGGING PROJECT FOR THURSDAY 7/24/08	

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM

Consignee

Per

By

\$

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
(This form is for use when the applicable TARIFF provides
specific rates for Office, Loft and commercial moving on an HOURLY BASIS)

JOB # 19072

**CAPITAL
MOVING & STORAGE CO., INC.**

B/L # 46411

Certificate No. 784579

(201) 332-7510

Date 07/23/08

SHIPPER **LEHMAN BROTHERS, INC.**
1271 6TH AVENUE, 46TH FLOOR
NEW YORK NY 10019
ATTN: MARTY HESS
(212) 320-6333

CONSIGNEE **LEHMAN BROTHERS, INC.**
1271 6TH AVENUE
NEW YORK, N.Y.
ATTN: MR MARTY HESS
(212) 320-6333

Received subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) consigned and destined as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated above. It is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

VALUATION

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 50 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A

VALUE NOT EXCEEDING \$ 3000
(To be completed by person signing below)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.

Shipper or Agent

**SHIPPER'S COLLECTION
INSTRUCTIONS**

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.

(Shipper or Agent)

TERMS

All advance of lawful charges must be paid in cash, money order or certified check before carrier delivers or relinquishes possession of the property, unless otherwise indicated below by the carrier.

TIME RECORD	Left Terminal	800	AM	PM			
	On Job	830	AM	PM			
	Time Finished	430	AM	PM			
	Returned Terminal	500	AM	PM			
MOVING SERVICES	SERVICE	DESCRIPTION			CHARGES		
	MOVING SERVICES	STRAIGHT TIME					
		VAN(S)	MEN	1 FOREMAN	SUP(S)	HR(S)	
		OVERTIME	VAN(S)	MEN	FOREMAN	SUP(S)	HR(S)
		DOUBLE TIME	VAN(S)	MEN	FOREMAN	SUP(S)	HR(S)
		TACKING MOVE FOR THURSDAY					

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM

Consignee

Per

By

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL

(This form is for use when the applicable TARIFF provides specific rates for Office, Loft and commercial moving on an HOURLY BASIS)

JOB # 19072

**CAPITAL
MOVING & STORAGE CO., INC.**
(201) 332-7510

B/L # 46409

Date 07/24/08

Certificate No. 784579

SHIPPER **LEHMAN BROTHERS, INC.**
1271 6TH AVENUE, 46TH FLOOR
NEW YORK NY 10019
ATTN: MARTY HESS
(212) 320-6333

CONSIGNEE **LEHMAN BROTHERS, INC.**
1271 6TH AVENUE
NEW YORK, N.Y.
ATTN: MR MARTY HESS
(212) 320-6333

Received subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages (unknown) consigned and destined as shown herein, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated above. It is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

VALUATION

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ 300
(To be completed by person signing below)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "30 cents per pound per article." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.

Shipper or Agent

SHIPPER'S COLLECTION INSTRUCTIONS

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignee, the consignor shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.

(Shipper or Agent)

TERMS

All advance of lawful charges must be paid in cash, money order, or certified check before carrier delivers or relinquishes possession of the property, unless otherwise indicated below by the carrier.

TIME RECORD	Left Terminal	800	AM
	On Job	830	AM
	Time Finished	730	AM
	Returned Terminal	800	PM

SERVICE	DESCRIPTION	CHARGES
MOVING SERVICES	STRAIGHT TIME	
	1 VAN(S) 3 MEN 1 FOREMAN SUP(S) 1 HR(S)	
	OVERTIME	
	1 VAN(S) 3 MEN 1 FOREMAN 1 SUP(S) 3 HR(S)	
	DOUBLE TIME	
	VAN(S) MEN FOREMAN SUP(S) HR(S)	
	8:30 A.M. ON JOB	
	DELIVER EQUIPMENT AND PROVIDE PRE-MOVE LABOR	
	EQUIPMENT: 50 DOLLIES, 10 BINS, 1 ROLL OF COROFLEX,	
	2 ROLL OF BLUE TAPE, 2 ROLLS OF PLASTIC FLOOR	
	PROTECTION, 1 FLOOR APPLICATOR, 4 LIBRARY CARRIERS.	
	NO-DINNER	

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM

Consignee

Per

By

CAPITAL
MOVING & STORAGE
87 HURDISA ROAD
JERSEY CITY, NEW JERSEY 07305
(201) 332-7510 • FAX (201) 332-7178

INVOICE 19177

JOB # 19122

DATE : 08/20/08

PAGE : 1

REF :

TERMS : N/30

ACCOUNT # 2498

LEHMAN BROTHERS, INC.
1301 AVENUE OF THE AMERICAS
NEW YORK NY 10019
MR MARTIN HESS

B/L DATE	DESCRIPTION	TOTALS
46412	RE: SR#:0803864-S P&L 528L91271NY STRATEGY/099 REQUESTED BY: JENNY CUTTINGHAM MOVE OF 38 EMPLOYEES FROM 745 SEVENTH AVE. 14TH FL. TO 1271 6TH AVE., 41ST FL., NYC	
	TAGGING SERVICES STRAIGHT TIME 8:00 AM TO 5:00 PM	
07/23/08	1 SUPERVISOR 8.00 HRS @ 46.00/HR	\$ 368.00
46410	TAGGING SERVICES STRAIGHT TIME 8:00 AM TO 5:00 PM	
07/24/08	1 SUPERVISOR 8.00 HRS @ 46.00/HR	368.00
46440	MOVING SERVICES STRAIGHT TIME 8:00 AM TO 5:00 PM	
07/25/08	1 VAN 4 MEN 1 SUPERVISOR 2.00 HRS @ 253.00/HR	2,024.00
	OVERTIME CONTINUED 4:30 PM TO 10:00 PM	
07/25/08	1 VAN 4 MEN 5.50 HRS @ 247.00/HR	1,358.50
	5:00 PM TO 10:00 PM	
07/25/08	1 VAN 4 MEN 2 SUPERVISORS 5.00 HRS @ 359.00/HR	1,795.00
	MATERIAL SUPPLIED	
07/25/08	10 COMMERCIAL BINS @ \$10.00/EACH	100.00
07/25/08	8.375% NYC SALES TAX ON MATERIAL	8.38
46479	CONTINUED ... POST MOVE STRAIGHT TIME 8:00 AM TO 5:00 PM	
07/28/08	1 FOREMAN 8.00 HRS @ 44.00/HR	352.00

CAPITAL
MOVING & STORAGE
97 BURMA ROAD
JERSEY CITY, NEW JERSEY 07305
(201) 382-7510 • FAX (201) 382-7178

LEHMAN BROTHERS, INC.
1301 AVENUE OF THE AMERICAS
NEW YORK NY 10019
MR MARTIN HESS

INVOICE 19177

JOB # 19122

DATE : 08/20/08

PAGE : 3

REF :

TERMS : N/30

ACCOUNT # 2498

B/L DATE	DESCRIPTION	TOTALS
	8:00 AM TO 12:00 NOON	
07/29/08	1 VAN 2 MEN 4.00 HRS @ 121.00/HR	484.00
	TOTAL AMOUNT DUE	\$ 6,857.68

For more information, please refer to the original document or the document's history.

LEHMAN BROTHERS

7/15/2008 12:59 PM PAGE

1/002

LEHMAN BROTHERS

LEHMAN BROTHERS, INC. RELOCATION MANAGEMENT WORK ORDER

SR#:0803864-S

Vendor:CAPITAL MOVING & SOTRAGE, INC.

Begin Dates:1. 16-Jul-2008

End Dates:1. 25-Jul-2008 5:00 pm

2.

2.

3.

3.

ORIGIN

745 Seventh Avenue

Building:74S

Floor:14

Contacts:

1.Name: JENNY COTTINGHAM

Tel: () -

Beep: () -

2.Name:

Tel: () -

Beep: () -

DESTINATION

1271 6th Ave.
New York, NY 10019
Building: 12A

Floor:41

1.Name: JENNY COTTINGHAM

Tel: () -

Beep: () -

Name:

Tel: () -

Beep: () -

Job Description:

CAPITAL MOVING:PLEASE PROVIDE A PROJECT MANAGER TO WORK ON THE 38 PERSON RELOCATION FROM 745-14 TO 1271-41. MOVE IS TO TAKE PLACE ON FRIDAY 7/25 AT 5pm.

Requested By:CAPOBIANCO, BLAINE

@:(212)320-6176

Request Date: 15-Jul-2008

Amount:

Project #:080452

of people:38

Project Name:12A - CP0812AREC-1271 6th Avenue - (Opened By: MHESS

P&L: 52819 1271 NY STRATEGY/099

Type of Work: MOVES

Project Manager: Jenny Cottingham

@: (212)526-6757

Beeper: () -

MHESS

[Date of Issue: 15-Jul-2008 @ 12:58 pm]

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
(This form is for use when the applicable TARIFF provides specific rates for Office, Loft and commercial moving on an HOURLY BASIS)

JOB # 19122

CAPITAL
MOVING & STORAGE CO., INC.

B/L # 46412

(201) 332-7510

Date 07/23/08

Certificate No. 784579

SHIPPER **LEHMAN BROTHERS, INC.**
745 7TH AVENUE, 14TH FL.
NEW YORK NY 10019
ATTN: MARTY HESS
(212) 320-6383

CONSIGNEE **LEHMAN BROTHERS, INC.**
1271 6TH AVENUE, 41ST FLOOR
NEW YORK, N.Y.
ATTN: MARTY HESS
(212) 320-6333

Notwithstanding to the conditions and terms, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) consigned and delivered on above terms, which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to transport to destination indicated above. It is mutually agreed that every service to be performed hereunder shall be subject to all conditions not prohibited by law whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

VALUATION		TIME RECORD		Left Terminal		On Job		Time Finished		Returned Terminal	
<p>UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 25 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.</p> <p>THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ <u>300</u></p> <p>NOTE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE IN HIS OWN HANDWRITING EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT, OR THE WORDS "25 CENTS PER POUND PER ARTICLE." OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.</p> <p><i>[Signature]</i> Shipper or Agent</p> <p>SHIPPER'S COLLECTION INSTRUCTIONS Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignee, the shipper shall sign the following statement: The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.</p> <p>(Shipper or Agent)</p> <p>TERMS All advance of lawful charges must be paid in cash, money order or certified check before carrier delivers or relinquishes possession of the property unless otherwise indicated below by the carrier.</p>				800		830		430		500	
		SERVICE		DESCRIPTION		CHARGES					
		MOVING SERVICES		STRAIGHT TIME VAN(S) MEN FOREIGN SUP(S) HR(S)							
				OVERTIME VAN(S) MEN FOREIGN SUP(S) HR(S)							
				DOUBLE TIME VAN(S) MEN FOREIGN SUP(S) HR(S)							
				TACKING MOVE FOR FRIDAY							

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM _____

Consignee _____

For _____

By _____

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
(This form is for use when the applicable TABLE provides specific rates for Office, Loft and commercial moving on an HOURLY BASIS)

JOB # 19122
Certificate No. 784579
SHIPPER LEHMAN BROTHERS, INC.
745 7TH AVENUE, 14TH FL.
NEW YORK NY 10019
ATTN: MARTY HESS
(212) 320-6333
CONSIGNEE LEHMAN BROTHERS, INC.
1271 6TH AVENUE, 41ST FLOOR
NEW YORK, N.Y.
ATTN: MARTY HESS
(212) 320-6333
CAPITAL
MOVING & STORAGE CO., INC.
(201) 332-7510
B/L # 46410
Date 07/24/08

Propped subject to the classification and rates, rules and regulations in effect on the date of the issue of the Bill of Lading shipment described herein (contents and conditions of contents of packages unknown) designed and designed on above origin which said company (the word company being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agreed to transport to destination indicated above. It is hereby agreed that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

VALUATION		TIME RECORD		Loft Terminal		On Job		Time Finished		Returned Terminal	
UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 50 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.				500		830		430		500	
THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ 300 (To be completed by person signing below)											
NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "30 cents per pound per article." OTHERWISE, THE SHIPMENT VALUE BEING RELEASED TO A LUMP SUM VALUE OF \$2500.											
SHIPPER'S COLLECTION INSTRUCTIONS Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignee, the consignee shall sign the following statement: The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.											
TERMS All advance of lawful charges must be paid in cash, money order or certified check before carrier delivers or relinquishes possession of the property, unless otherwise indicated below by the carrier.											
		SERVICE		DESCRIPTION		CHARGES					
		MOVING SERVICES		STRAIGHT TIME VAN(S) MEN FOREIGN 1 SUP(S) HR(S) OVERTIME VAN(S) MEN FOREIGN SUP(S) HR(S) DOUBLE TIME VAN(S) MEN FOREIGN SUP(S) HR(S) TACKLING MORE FOR 7/25/08							

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

Consignee
Per
RECEIVED FROM
By

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
(This form is for use when the applicable TARIFF provides
specific rates for Office, Loft and Commercial moving on an HOURLY BASIS)

JOB # 15122 CAPITAL
MOVING & STORAGE CO., INC.
(201) 332-7510 B/L # 45440
Date 07/25/08
Certificate No. 784579
SHIPPER LEHMAN BROTHERS, INC.
245 7TH AVENUE, 14TH FL
NEW YORK, NY 10019
ATTN: MARTY HESS
(212) 320-6333
CONSIGNEE LEHMAN BROTHERS, INC.
1271 6TH AVENUE, 41ST FLOOR
NEW YORK, N.Y.
ATTN: MARTY HESS
(212) 320-6333

Accepted subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading of shipment described herein (contents and conditions of contents of packages unknown) contained and defined as shown herein. I, the undersigned, hereby agree to the terms and conditions of this contract as meaning any person or corporation in possession of the property under the contract agrees to transport to destination indicated above. It is mutually agreed that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof which I am hereby agreed to by shipper and accepted for myself and my assigns.

VALUATION		TIME RECORD		SERVICE		CHARGES	
<p>UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 80 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.</p> <p>THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ <u>300</u></p> <p>(To be completed by person signing below)</p> <p>NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE VALUE \$2500 (to be paid per article) OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.</p> <p><u>X</u> <u>MH</u> Shipper or Agent</p> <p>SHIPPER'S COLLECTION INSTRUCTIONS: Subject to Section 2 of the conditions, if this shipment is to be delivered to the consignee without recourse to the carrier, the consignee shall sign the following statement: The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.</p> <p>(Shipper or Agent)</p> <p>TERMS An advance of initial charges must be paid in cash, money order, or certified check before carrier delivers or relinquishes possession of the property, unless otherwise indicated below by the carrier.</p>		<p>Left Terminal <u>800</u></p> <p>On Job <u>830</u></p> <p>Time Finished <u>930</u></p> <p>Returned Terminal <u>1000</u></p>		<p>MOVING SERVICES</p> <p>STRAIGHT TIME 1 VAN(S) 4 MEN FOREMEN 1 SUP(S) <u>✓</u> HR(S) OVERTIME 2 VAN(S) 8 MEN FOREMEN 2 SUP(S) HR(S) DOUBLE TIME VAN(S) MEN FOREMEN SUP(S) HR(S) 8:30 A.M. ON JOB WORK AS DIRECTED BALANCE OF CREW 5:00 P.M. <u>25 DOLLIES 10 BINS 1 BIN BLANKETS</u> <u>NO-DINNER</u></p>			

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM _____
Consignee Per X MH
By _____

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL

(This form is for use when the applicable TARIFF provides specific rates for Office, Loft and commercial moving on a MONTHLY BASIS)

JOB # 19122

**CAPITAL
MOVING & STORAGE CO., INC.**
(201) 332-7510

B/L # 46479

Date 07/28/08

Certificate No. 784579

 SHIPPER **LEHMAN BROTHERS, INC.**
1271 6TH AVENUE, 41ST FLOOR
NEW YORK NY 10019
ATTN: MARTY HESS
(212) 320-6333

 CONSIGNEE **LEHMAN BROTHERS, INC.**
1271 6TH AVENUE, 41ST FLOOR
NEW YORK, NY.
ATTN: MARTY HESS
(212) 320-6333

Received subject to the classifications and tariffs, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (including conditions of contracts of back-appointments, conditions and clauses as shown herein, which said company (the word company being understood to include its contractors, agents, any person or corporation in possession of the property under the contract) agrees to transport to destination indicated above. It is mutually agreed, that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his consignee.

VALUATION		TIME RECORD		Loft Terminal	
UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500 WHICHEVER IS GREATER.				800 AM	
				On Job 830	
				Time Finished 430	
				Returned Terminal 500	
THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ 304 (To be completed by printer signing below)		SERVICE		DESCRIPTION	
NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE, IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "30 cents per pound per article". OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.		STRAIGHT TIME			
		1 VAN(S) 2 MEN FOREMAN SUP(S) 4 HR(S)			
		1 VAN(S) 1 MAN FOREMAN SUP(S) 8 HR(S)			
		DOUBLE TIME			
		1 VAN(S) 1 MAN FOREMAN SUP(S) 8 HR(S)			
		POST MOVE (1.00 P)			
SHIPPER'S COLLECTION INSTRUCTIONS Subject to Section 724 the conditions of this shipment is to be delivered to the consignee without recourse to the carrier. The carrier shall sign the following statement: The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges. (Shipper or Agent)		1-VAN } FIN 1200 PM 2-MEN }			
TERMS All advance of tariff charges must be paid in cash, money order, or certified check, before carrier delivers or relinquishes possession of the property, unless otherwise indicated below by the carrier.					

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM

Consignee

For

By

CAPITAL
MOVING & STORAGE
97 BURNIA ROAD
JERSEY CITY, NEW JERSEY 07305
(201) 332-7510 • FAX (201) 332-7178

INVOICE 12181
JOB # 19130
DATE : 08/20/08
PAGE : 1
REF :
TERMS : N/30
ACCOUNT # 2496

LEHMAN BROTHERS, INC.
1301 AVENUE OF THE AMERICAS
NEW YORK NY 10019
MR MARTIN HESS

B/L DATE	DESCRIPTION	TOTALS
46379	RE: SR #: 0603926-S P&L # 5282C399 PARK AVE. NY STRATEGY/09 REQUESTED BY: CHRIS WEBER MOVE OF 33 EMPLOYEES AT 745 SEVENTH AVE. 14TH FL. TO 14TH & 16TH FLOORS. DELIVERY OF MATERIAL STRAIGHT TIME 10:00 AM TO 1:00 PM	
07/22/08	1 VAN 2 MEN 3.00 HRS @ 121.00/HR	\$ 363.00
07/22/08	MATERIAL SUPPLIED 200 COMMERCIAL CARTONS @ \$2.50/EACH	500.00
07/22/08	E.375% NYC SALES TAX ON MATERIAL	41.80
46448	TAGGING SERVICES STRAIGHT TIME 8:00 AM TO 5:00 PM	
07/25/08	1 SUPERVISOR 8.00 HRS @ 46.00/HR	368.00
46507	OFFICE RELOCATION SERVICES STRAIGHT TIME 8:00 AM TO 5:00 PM	
07/29/08	1 VAN 3 MEN 1 SUPERVISOR 8.00 HRS @ 210.00/HR	1,680.00
07/29/08	OVERTIME CONTINUED 5:00 PM TO 8:00 PM 2 SUPERVISORS 3.00 HRS @ 112.00/HR	336.00
07/29/08	5:00 PM TO 7:00 PM 1 VAN 3 MEN 2.00 HRS @ 194.00/HR	388.00
	CONTINUED ...	

CAPITAL
MOVING & STORAGE
87 HERMA ROAD
JERSEY CITY, NEW JERSEY 07305
(201) 332-7510 • FAX (201) 332-7178

INVOICE 19181
JOB # 19130
DATE : 08/20/08
PAGE : 2
REF :
TERMS : N/30
ACCOUNT # 2498

LEHMAN BROTHERS, INC.
1301 AVENUE OF THE AMERICAS
NEW YORK NY 10019
MR MARTIN HESS

B/L DATE	DESCRIPTION	TOTALS
	MATERIAL SUPPLIED	
07/29/08	20 COMMERCIAL BINS @ \$10.00/EACH	200.00
07/29/08	8.375% NYC SALES TAX ON MATERIAL	16.75
	TOTAL AMOUNT DUE	\$ 3,893.63

LEHMAN BROTHERS 7/21/2008 10:41 AM PAGE 3/004 LEHMAN BROTHERS

LEHMAN BROTHERS, INC. RELOCATION MANAGEMENT WORK ORDER

SR#:0803926-S

Vendor:CAPITAL MOVING & SOTRAGE, INC.

Begin Dates:1.23-Jul-2008

End Dates:1.29-Jul-2008 5:00 pm

2.
3.2.
3.

ORIGIN

745 Seventh Avenue

Building:74S

Floor:14

Contacts:

1.Name: CHRIS WEBER

Tel: () -

Beep: () -

2.Name:

Tel: () -

Beep: () -

DESTINATION

745 Seventh Avenue

Building:74S

Floor:14 , 16

1.Name: CHRIS WEBER

Tel: () -

Beep: () -

Name:

Tel: () -

Beep: () -

Job Description:

CAPITAL MOVING PLEASE PROVIDE TAGS AND BOXES TO THE 33 PEOPLE ON THE ATTACHED FROM TO LIST . RETURN ON TUESDAY 7/29 AT 5PM TO EXECUTE THE MOVE WITHIN 745-14 & 16. 399 PARK SUBLET SEQUENCE 11-4

Requested By:CAPOBIANCO, BLAINE

@:(212)320-6176

Request Date:18-Jul-2008

Amount:

Project #:080450 #of people:33

Project Name:39P - CP0839PREC-399 Park Avenue - Opened By: MHESS

P&L:5282C 399 PARK AVE NY STRATEGY/08

Type of Work: MOVES

Project Manager: Lisa Dimoulas

@:() -

Beeper: () -

MHESS [Date of Issue: 18-Jul-2008 @ 2:10 pm]

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
(This form is for use when the applicable TARIFF provides specific rates for Office, Loft and commercial moving on an HOURLY BASIS)

JOB # 19130
19102

CAPITAL
MOVING & STORAGE CO., INC.
(201) 332-7510

B/L # 46379

Date 07/22/08

Certificate No. 784579

SHIPPER **LEHMAN BROTHERS, INC.**
1301 AVENUE OF THE AMERICAS
NEW YORK, NY 10019
ATTN: PHIL MUZZIO/MR HESS
(212) 320-6333

CONSIGNEE **LEHMAN BROTHERS, INC.**
745 7TH AVENUE, 14TH FLOOR
NEW YORK, N.Y.
ATTN: MR HESS

Received subject to the declarations and conditions, rates and conditions in effect on the date of the issue of this Bill of Lading & Freight Bill described herein (contents and conditions of contents of packages enclosed) and subject to the terms and conditions of the applicable TARIFF, which shall govern the movement of the property under this document, except as otherwise provided herein. It is mutually agreed, that every article to be transported hereunder shall be subject to all conditions and regulations of the carrier, whether printed or written, including the conditions on back hereof which are hereby agreed to by shipper and acceptor for himself and his assigns.

VALUATION		TIME RECORD		SERVICE		DESCRIPTION		CHARGES	
<p>UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 25 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$250, WHICHEVER IS GREATER.</p> <p>THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ <u>300</u> (to be completed by person signing below)</p> <p>NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSERT IN THE SPACE ABOVE IN HIS OWN HANDWRITING, EITHER THE DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "25 CENTS PER POUND PER ARTICLE". OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.</p> <p><i>[Signature]</i> Shipper or Agent</p> <p>SHIPPER'S COLLECTION INSTRUCTIONS Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.</p> <p>(Shipper or Agent)</p> <p>TERMS All advance of local charges must be paid in cash, money order, or certified check before carrier delivery or relinquishes possession of the property, unless otherwise indicated below by the carrier.</p>		<p>Left Terminal <u>10:00</u> AM PM</p> <p>On Job <u>10:30</u> AM PM</p> <p>Time Finished <u>12:30</u> AM PM</p> <p>Returned Terminal <u>1:00</u> AM PM</p> <p><i>[Signature]</i> (Signature)</p> <p><i>[Signature]</i> (Signature)</p>		<p>MOVING SERVICES</p> <p>STRAIGHT TIME 1 VAN(S) 2 MEN FOREIGN SUP(S) HR(S)</p> <p>OVERTIME 1 VAN(S) 2 MEN FOREIGN SUP(S) HR(S)</p> <p>DOUBLE TIME 1 VAN(S) 2 MEN FOREIGN SUP(S) HR(S)</p> <p>LOAD AT CAPITAL'S WAREHOUSE 200 COMMERCIAL CARTONS FOR DELIVERY TO 745 7TH AVENUE. BEFORE GOING TO 745 7TH AVENUE REPORT TO 1301 6TH AVENUE AND SEE PHIL MUZZIO. HE HAS A SMALL PICKUP GOING FROM 1301 6TH AVENUE TO 745 7TH AVENUE</p>					

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM

Consignee

For

By

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
(This form is for use when the applicable TARIFF provides
specific rules for Office, Loft and commercial moving on an HOURLY BASIS)

JOB # 17196

CAPITAL
MOVING & STORAGE CO., INC.
(201) 326-7510

B/L # 42448

Date 07/25/08

Certificate No. 784579

SHIPPER **LEHMAN BROTHERS, INC.**
745 SEVENTH AVENUE, 14TH
NEW YORK NY 10019
ATTN: MARTY HESS
(212) 320-6333

CONSIGNEE **LEHMAN BROTHERS, INC.**
745 SEVENTH AVENUE, 14&16TH FLS
NEW YORK, N.Y.
ATTN: MARTY HESS
(212) 320-6333

Received subject to the disclaimers and limits, rules and regulations in effect on the date of the issue of this Bill of Lading shipment described herein (contents and condition of contents of packages unknown) and the shipper's receipt, which are hereby being understood throughout this contract as meaning any portion of completion in possession of the property under the contract agree to transport to destination indicated above. It is hereby agreed that every service to be performed hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and accepted for himself and his assigns.

VALUATION

UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 30 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE LUMP SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.

THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ 300
(To be completed by person signing below)

NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INscribe IN THE SPACE ABOVE IN HIS OWN HANDWRITING, EITHER HIS DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "30 CENTS PER POUND PER ARTICLE". OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LUMP SUM VALUE OF \$2500.

Shipper or Agent

SHIPPER'S COLLECTION INSTRUCTIONS

Subject to Section 7 of the Conditions, if this shipment is to be delivered to the consignee without recourse to the carrier, the carrier shall sign the following statement:
The carrier shall not make delivery of this shipment without payment of transportation and all other tariff charges.

(Shipper or Agent)

TERMS

All advance of tariff charges must be paid in cash, money order, or certified check before carrier delivers or relinquishes possession of the property unless otherwise indicated below by the carrier.

TIME RECORD

Left Terminal 800 AM
On Job 830 AM
Time Finished 430 PM
Returned Terminal 500 AM

SERVICE	DESCRIPTION	CHARGES
MOVING SERVICES	STRAIGHT TIME	
	VAN(S) MEN FOREIGN 1 SUP(S) 8 HR(S)	
	OVERTIME	
	VAN(S) MEN FOREIGN SUP(S) HR(S)	
	WHEEL TIME	
	VAN(S) MEN FOREIGN SUP(S) HR(S)	
	TAGGING PROJECT 6803926 FOR 7/25/08	

RECEIPT OF DELIVERY

Services shown herein were rendered and the property described above received in good condition except as herein noted.

RECEIVED FROM

Consignee

Per

By

OFFICE, LOFT AND COMMERCIAL BILL OF LADING AND FREIGHT BILL
(This form is for use when the applicable TARIFF provides specific rates for Office, Loft and commercial moving on an HOURLY BASIS)

JOB # 19130 **CAPITAL** B/L # 46507
MOVING & STORAGE CO., INC.
(201) 332-7510 Date 07/29/08
Certificate No. 784578

SHIPPER **LEHMAN BROTHERS, INC.** CONSIGNEE **LEHMAN BROTHERS, INC.**
745 SEVENTH AVENUE, 14TH 745 SEVENTH AVENUE, 14&16TH FLS
NEW YORK NY 10019 NEW YORK, N.Y.
ATTN: MARTY HESS ATTN: MARTY HESS
(212) 320-6333 (212) 320-6333

Received subject to the standard terms, conditions, rules and regulations in effect on the date of the issue of this bill of lading and shipment described herein (conditions and conditions of carriage are hereby incorporated and deemed to be a part of this bill of lading and shipment) and the carrier's liability for loss or damage to the property under the contract is limited to the amount shown above, it is mutually agreed that every article to be transported hereunder shall be subject to all conditions not prohibited by law, whether printed or written, herein contained, including the conditions on back hereof, which are hereby agreed to by shipper and consignee for receipt and file copies.

VALUATION		TIME RECORD		SERVICE		CHARGES	
<p>UNLESS THE SHIPPER EXPRESSLY RELEASES THE SHIPMENT TO A VALUE OF 50 CENTS PER POUND PER ARTICLE, THE CARRIER'S MAXIMUM LIABILITY FOR LOSS AND DAMAGE SHALL BE EITHER THE UNPAID SUM VALUE DECLARED BY THE SHIPPER OR \$2500, WHICHEVER IS GREATER.</p> <p>THE SHIPMENT WILL MOVE SUBJECT TO THE RULES AND CONDITIONS OF THE CARRIER'S TARIFF. SHIPPER HEREBY RELEASES THE ENTIRE SHIPMENT TO A VALUE NOT EXCEEDING \$ <u>304</u> (To be completed by person signing below)</p> <p>NOTICE: THE SHIPPER SIGNING THIS CONTRACT MUST INSURE IN THE SPACE ABOVE BY HIS OWN HANDWRITING EITHER THE DECLARATION OF THE ACTUAL VALUE OF THE SHIPMENT OR THE WORDS "30 CENTS PER POUND PER ARTICLE". OTHERWISE THE SHIPMENT WILL BE DEEMED RELEASED TO A LIMIT SUM VALUE OF \$2500.</p> <p><i>[Signature]</i> Shipper or Agent</p> <p>SHIPPER'S COLLECTION INSTRUCTIONS Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignee, the consignee shall sign the following statement: The carrier shall not make delivery of this shipment without payment of transportation and all other lawful charges.</p> <p>(Shipper or Agent)</p> <p>TERMS All payment of lawful charges must be paid in cash, money order or certified check before carrier delivers or relinquishes possession of the property unless otherwise indicated below by the carrier.</p>		<p>Lat Terminal <u>8:00</u> AM PM</p> <p>On Job <u>8:30</u> AM PM <i>[Signature]</i></p> <p>Time Finished <u>7:30</u> AM PM <i>[Signature]</i></p> <p>Return Terminal <u>8:00</u> AM PM</p>		<p>MOVING SERVICES</p> <p>STRAIGHT TIME 1 VAN(S) 3 MEN FOREMAN 1 SUP(S) 8 RR(S) OVER TIME 1 VAN(S) 3 MEN FOREMAN 2 SUP(S) 8 RR(S) DOUBLE TIME 1 VAN(S) 3 MEN FOREMAN 2 SUP(S) 8 RR(S) OFFICE RELLOCATION SERVICES EQUIPMENT: 10 DOLLIES; 20 BINS; 1 BIN OF BLANKETS NO-DINNER</p> <p>1-VAN } Finished 6:30 PM 3-MEN }</p> <p>2-SUP Finished 7:30 PM 14th TO 30th 14th TO 14th 14th TO 16th 16th TO 8th</p>		<p>RECEIPT OF DELIVERY Services shown herein were rendered and the property described above received in good condition except as herein noted.</p> <p>Consignee <i>[Signature]</i> Per <i>[Signature]</i> By <i>[Signature]</i></p> <p>RECEIVED FROM</p>	

McCARTER & ENGLISH, LLP
245 Park Avenue, 27th Floor
New York, New York 10167
(212) 609-6800 - Telephone
(212) 609-6921 - Facsimile

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

	:	Chapter 11
	:	
In re:	:	Case No. 08-13555 (JMP)
	:	
LEHMAN BROTHERS HOLDINGS INC.,	:	(Jointly Administered)
	:	
	:	
Debtor.	:	

CERTIFICATE OF SERVICE

I, Eduardo J. Glas, certify that on the 29th of September, 2008, Capital Moving & Storage Co., Inc.'s Objection to Notice of Assumption, Assignment and Amounts to Cure Dated September 18, 2008 was served upon the attached service list in the manner indicated.

Dated: September 29, 2008
New York, New York

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